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Collective Bargaining Agreements

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5-1-1942

## W.H. Pies Company, Penticoff Royal Blue, H. Law's Royal Blue, and others and Retail Clerks International Protective Association, Local 783, AFL (1942)

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## W.H. Pies Company, Penticoff Royal Blue, H. Law's Royal Blue, and others and Retail Clerks International Protective Association, Local 783, AFL (1942)

### Location

Belvidere, IL

### Effective Date

5-1-1942

### Expiration Date

5-1-1944

### Number of Workers

60

### Employer

W.H. Pies Company; Penticoff Royal Blue; H. Law's Royal Blue; Kroger Baking and Grocery Company; National Tea Company; Great Atlantic and Pacific Tea Company; Sisson Supermarket; Geo. Munch Hi-way Market

### Union

Retail Clerks International Protective Association

### Union Local

783

### NAICS

44

### Sector

Private

### Item ID

6178-009b132f015\_01

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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*Copy. may 1942 - may 1943*

ARTICLES OF AGREEMENT  
A. F. OF L.

This Agreement made and entered into this 1st day of May, 1942, by and between the Retail Clerks International Protective Association, through their agent, Local No. 783, hereinafter referred to as the Union, and the \_\_\_\_\_, hereinafter referred to as the Employer. This Agreement covering the town of Belvidere, located in the County of Boone and the State of Illinois.

WITNESSETH

The Union on consideration of the covenants and agreements hereinafter mutually agreed upon by the Employer and the Union do hereby loan for the duration of this Agreement to the Employer one Union Store Card No. \_\_\_\_\_. Said card to remain the property of the Union and is to be surrendered by the Employer upon demand for the violation of the provisions of this Agreement.

ARTICLE I

The jurisdiction of the Union shall include all grocery clerks, employed by the Employer in grocery stores of the Employer in the town of Belvidere, County of Boone, State of Illinois, who are actively engaged in the handling of food, checkers, bookkeepers, office help, collectors, and/or cashiers, but shall exclude store auditors. Each individual store shall have but one manager.

The Union agrees that when one of their members is promoted to the position of store manager, a withdrawal card will be issued to said member upon his or her request.

The Employer agrees that the business agent or duly authorized representative of the Union may enter the stores during working hours. The Union agrees that said representatives shall confine themselves strictly to Union business so as not to unnecessarily interfere with the business of the Employer.

The Employer in entering into this Agreement recognized the right of the Union to represent its clerks within the jurisdiction of the Union as defined in this article. Said clerks shall become members of the Retail Clerks International Protective Association, Local No. 783, and shall remain in good standing during the life of this Agreement.

ARTICLE II

HOURS

The basic work week for male clerks shall be fifty-three (53) hours. The basic work week for female clerks shall be forty-five (45) hours. Any time worked in excess of fifty-three (53) hours by male clerks and forty-five (45) by female clerks shall be paid for at the rate of time and one-half. No split shifts shall be permitted for regular full time clerks except that one and one-half hour ( $1\frac{1}{2}$ ) shall be allowed for lunch on Monday, Tuesday, Wednesday and Friday; and one hour for lunch and one hour for supper on Saturday. Said hour shall not be

construed as part of the work day or work week.

No regular full time clerk shall be required to work less than four (4) hours in any one day. If dismissed prior to that time, compensation shall be on a four (4) hour basis.

### ARTICLE III

It is mutually agreed by the Union and the Employer that the opening and closing hours of the store or stores shall be consistent with that observed by the Employers' major competition.

The hourly schedule for male clerks shall be as follows: 7:00 A.M. to 5:30 P.M. with one and one-half ( $1\frac{1}{2}$ ) hour for lunch on Monday, Tuesday, Wednesday and Friday. 7:00 A.M. to 12:00 noon on Thursday. 7:00 A.M. to 9:00 P.M. on Saturday, the year around, with one hour for lunch and one hour for supper. The hourly schedule for female help shall be 7:00 A.M. to 4:30 P.M. on Monday, Tuesday, Wednesday, Friday and Saturday; 7:00 A.M. to 12:00 noon on Thursday, the year around.

### ARTICLE IV

#### WAGES

##### Full Time Male Clerks, Checkers, Office Help, or Collectors

1 to 6 months	- \$17.50 for 53 hours work
6 months to 1 year	- 21.00 for 53 hours work
1 year to 2 years	- 24.00 for 53 hours work
2 years and over	- 27.00 for 53 hours work

##### Full Time Female Clerks

1 to 6 months	- 13.00 for 45 hours work
6 months to 1 year	- 15.75 for 45 hours work
1 year to 2 years	- 18.50 for 45 hours work
2 years and over	- 21.00 for 45 hours work

Telephone order takers and office help a flat raise of \$2.00 per week (forty-five hours).

The hourly rate of pay for part-time clerks (those clerks who work fifteen (15) or more hours per week but less than a full week) shall be determined by dividing the contractual weekly rate of pay by forty-five (45) in the case of female clerks and fifty-three (53) in the case of male clerks.

Extra clerks are those clerks who work less than fifteen (15) hours per week. The rate of pay for these clerks shall be thirty cents (30¢) per hour.

### ARTICLE V

#### HOLIDAYS

Full time clerks shall be paid, though not working, on Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day, with year around Thursday afternoon closing, and the Union agrees that during the weeks in which one of the above mentioned Holidays fall, the clerks shall be required to work five full days during said Holiday week.

If Good Friday is generally observed by all merchants in the City of Belvidere,



WE the food merchants agree to close on that day

#### ARTICLE VI

##### SENIORITY

Seniority rights of regular full time clerks shall be observed in each individual store, it being agreed that the Employer reserves the right to consider the ability of the clerk when necessary.

The seniority of regular full time clerks who are discharged for cause shall cease on the date of their discharge. The seniority rights of regular full time clerks laid off for the reason of an over-supply of help shall cease thirty (30) days after the date of their lay-off.

All full time employees shall, after one years continuous employment in one individual store receive a weeks vacation with full pay therefor. Time of the vacation to be mutually agreed upon by both parties.

No clerk shall be discharged without good and sufficient cause. Dishonesty, incompetency, drunkenness or an over-supply of help shall be sufficient cause for dismissal.

A clerk may request within forty-eight (48) hours an investigation as to his discharge, in the manner hereinafter provided and should such investigation prove that an injustice has been done to the clerk, said clerk shall be reinstated and compensated at the usual rate for the hours he or she had been out of work.

#### ARTICLE VII

##### MEMBERSHIP AND PERMITS

The Employer may secure his clerks from any source whatsoever provided they, within thirty (30) days from the date of employment, make application for membership in the Union. During thirty day probationary period a working permit must be secured. All persons employed as part-time clerks or extra clerks shall be considered probationary clerks, and they must, as an additional condition of employment, secure a working permit from the Secretary of the Union, the day before going to work.

No clerks receiving above the scale as provided in this Agreement shall be reduced in either wages or working conditions as a result of the execution of this Agreement.

#### ARTICLE VIII

##### ARBITRATION

In the event a dispute or grievance arises between the Employer and the clerk relative to wages, hours or conditions of employment, under the terms of this Agreement, such dispute shall be in the first instance settled if possible by representatives of the Employer and the Union. The Union agrees to submit such dispute or grievance in writing to the Labor Relations Director or an officer of the Employer. An investigation will be made by said representative of the Employer and a report given to the Union not later than five (5) days after receipt of said letter. In the event of failure to adjust such dispute or grievance, said parties agree to submit same to arbitration. When arbitration is necessary, either party may demand same upon five (5) days notice in writing, naming one person to act in his behalf on said

Arbitration Board. The other party shall within five (5) days after receipt of such letter, name one person to act in his behalf on said Arbitration Board. The said two persons shall select within five (5) days a third disinterested party to act on said Arbitration Board. The decision of a majority of the Arbitration Board shall be final and binding on both the Employer and the Union.

It is agreed between the parties hereto there shall be no strikes, cessation of work, picketing, boycott, or lockouts pending the final decision of any dispute submitted to arbitration in accordance with the provisions of this Agreement.

ARTICLE IX

This Agreement to be in full force and effect from the 1st day of May, 1942, to the 1st day of May, 1943. Any alteration that may be desired by either party to this Agreement at the time of expiration must be made known in writing not later than thirty (30) days prior to its expiration. In the event no notice is given by either party this contract shall automatically extend to the 1st day of May, 1944.

by: G  
President - Manager

RETAIL CLERKS INTERNATIONAL  
PROTECTIVE ASSOCIATION  
LOCAL NO. 783

BY: \_\_\_\_\_  
President

BY: Lia. E. Pearson  
Sec'y. & Treas.

R14-44-39

Un. exp. 7-8-44

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

Retail Clerks 783  
Belvidere, Ill. (AFH)  
4-30-44

May 11, 1942.

Mr. Ira E. Pearson, Sec'y. Local # 783  
Retail Clerks' Int'l. Protective Assoc.  
417 Webster St.  
Belvidere, Ill.

CONFIDENTIAL

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*A. F. Hinrichs*

A. F. Hinrichs

Enc.

Acting Commissioner of Labor Statistics

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 8

Number of union members working under terms of agreement 58 to 60

Number of nonmembers working under terms of agreement none

Branch of trade covered All that employees in the retail grocery.

Date signed May 1 1942 Date of Expiration May 1 - 1942

Do you wish the agreement returned? Yes ☐ No ☒ Kept confidential? Yes ☒ No ☐

Ira E. Pearson  
(Name of person furnishing information)

417 Webster St. Belvidere  
(Address)

Illinois

over.

#10417



W H. Fiel Co. Belvidere Ill  
 Pentecoff Royal Blue "  
 H. <sup>LAW</sup> ~~Laws~~ Royal Blue "  
 Kruger Baking & Grocery Co. Belvidere Ill  
 National Tea Co "  
 Great Atlantic & Pacific Tea Co "  
 Lison Supermarket "  
 Geo Munch Hi way mart "

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,

*[Signature]*

A. F. Hinton

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

Number of union members working under terms of agreement

Number of nonmembers working under terms of agreement

Branch or trade covered

Date signed

To you with the agreement returned? Yes ☒ No ☐ Reply confidential? Yes ☒ No ☐

*[Signature]*  
 (Name of person furnishing information)  
*[Signature]*  
 (Address)

*[Circular Stamp]*

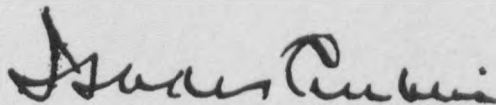


U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

We are pleased to send you the enclosed mimeographed release at the request of the international office of your union.

It will be a pleasure for us to have you call upon us if we can serve you further.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Isador Lubin', with a stylized, cursive script.

Isador Lubin  
Commissioner of Labor Statistics

Enc.